

This page is a reference page used to track documents internally for the Division of Oil, Gas and Mining

Mine Permit Number 5104910053 Mine Name Timberline Rock Pit
Operator Timberline Rock Pit LLC Date Sent Aug 2 2011
TO _____ FROM _____

☐ CONFIDENTIAL ☒ BOND CLOSURE ☐ LARGE MAPS ☐ EXPANDABLE
☐ MULTIPUL DOCUMENT TRACKING SHEET ☐ NEW APPROVED NOI
☐ AMENDMENT ☐ OTHER _____

Description

YEAR-Record Number

☐ NOI ☐ Incoming ☒ Outgoing ☐ Internal ☐ Superceded

Notice of File Closure and Release of Surety

2011 - 0802 2011

☐ NOI ☐ Incoming ☐ Outgoing ☒ Internal ☐ Superceded

Bond File

CONFIDENTIAL

☐ NOI ☐ Incoming ☐ Outgoing ☒ Internal ☐ Superceded
* Bond File

☐ NOI ☐ Incoming ☐ Outgoing ☐ Internal ☐ Superceded

☐ TEXT/ 8 1/2 X 11 MAP PAGES ☐ 11 X 17 MAPS ☐ LARGE MAP

COMMENTS: _____

CC: _____



JON M. HUNTSMAN, JR.
Governor

GARY R. HERBERT
Lieutenant Governor

State of Utah
DEPARTMENT OF NATURAL RESOURCES
Division of Oil, Gas & Mining

MICHAEL R. STYLER
Executive Director

JOHN R. BAZA
Division Director

Addendum #2 to Reclamation Contract

May 2, 2006

Timberline Rockpit, LLC, Timberline Rock Pit, S/049/053

Timberline Rockpit, LLC
Attention; Matt Carter
334 North Marshall Way, Suite A
Layton, Utah 84041

☒ **APPROVED**
8/9/06

Timberline Rockpit, LLC has increased the reclamation bond amount by \$3200.00, thus, operations can occur within a five acre currently disturbed area.

In addition, this letter serves as an acknowledgment and approval of the following changes to the Reclamation Contract:

- **Surety Amount: Letter of Credit (LOC) Addendum issued by Prime Alliance Bank, increasing LOC amount to Eight Thousand Two Hundred Dollars, \$8200.00;**
- **Disturbed Area: Five (5) acres;**
- **Map: As identified in the Notice of Intention (as amended);**
- **Legal description: As identified in the Notice of Intention (as amended)**

Nothing herein contained shall vary, alter, or extend any provision or condition of the Reclamation Contract.

To the extent any conflict exists between this letter addendum and the Reclamation Contract, these terms shall control.

Please acknowledge with signature, make a copy for your records, and return this addendum with original signature to the Division.

The below signed, acknowledges and accepts these revisions and incorporates them into the Reclamation Contract executed January 11, 2006.

ACCEPTED BY:

original signature on file

John R. Baza, Director
Division of Oil, Gas and Mining

5/11/06
Date

Geoffroy Robinson, Manager
Timberline Rockpit, LLC

8/9/06
Date



JON M. HUNTSMAN, JR.
Governor

GARY R. HERBERT
Lieutenant Governor

State of Utah
DEPARTMENT OF NATURAL RESOURCES
Division of Oil, Gas & Mining

MICHAEL R. STYLER
Executive Director

JOHN R. BAZA
Division Director

Addendum #1 to Reclamation Contract

January 3, 2006

Timberline Rock Pit, LLC, Timberline Rock Pit, S/049/053

Timberline Rock Pit, LLC
Attention; Matt Carter
334 North Marshall Way, Suite A
Layton, Utah 84041

Since a Cessation Order was issued on November 21, 2005 identifying proposed disturbance exceeding one acre, Timberline Rock Pit LLC is only allowed to operate within a one (1) acre currently disturbed area. In addition, this letter serves as an acknowledgment and approval of the following changes to the Reclamation Contract:

- **Operators Officer's and Titles: Geoff Robinson, Manager;**
- **Escalation Year will change from 'As required' to the year 2008;**
- **Mine Location (Name of Mine) will change from Timberline Rock Pit, LLC to Timberline Rock Pit**

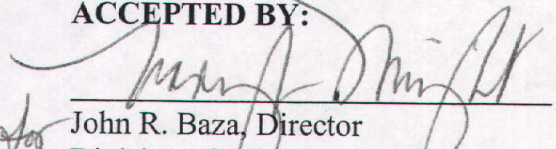
Nothing herein contained shall vary, alter, or extend any provision or condition of the Reclamation Contract.

To the extent any conflict exists between this letter addendum and the Reclamation Contract, these terms shall control.

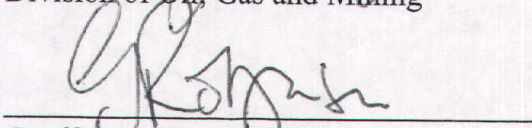
Please acknowledge and return this letter with original signature to the Division.

The below signed, acknowledges and accepts these revisions and incorporates them into the Reclamation Contract signed by Timberline Rock Pit, LLC on November 30, 2005.

ACCEPTED BY:


John R. Baza, Director
Division of Oil, Gas and Mining

3/16/06
Date


Geoffrey Robinson, Manager
Timberline Rock Pit, LLC

3/11/06
Date

RECEIVED

MAR 15 2006

FORM MR-RC
Revised May 9, 2005
RECLAMATION CONTRACT

File Number _____

Effective Date _____

Other Agency File Number _____

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5291
Fax: (801) 359-3940

RECEIVED

SEP 19 2005

RECLAMATION CONTRACT

---ooOoo---

DIV. OF OIL, GAS & MINING

For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.)
(Mineral Mined)

S/049/053
LANDSCAPE ROCK

"MINE LOCATION":
(Name of Mine)
(Description)

Timberline Rock Pit, LLC
Elberta Ranches - Tract 7
186000 SOTUNNEL ROAD

"DISTURBED AREA":
(Disturbed Acres)
(Legal Description)

1 ACRE
(Refer to Attachment A)

"OPERATOR":
(Company or Name)
(Address)

Timberline Rock Pit, LLC
334 N Marshall Way Suite A
Layton, UT 84041

(Phone)

801-444-3712

"OPERATOR'S REGISTERED AGENT":

Name)
(Address)

Timberline Rock Pit, LLC
334 N MARSHALL Way, Suite A
Layton, UT 84041

(Phone)

801-444-3712

"OPERATOR'S OFFICER(S)" & TITLE:

CARRIE COX - MANAGER
GEOFF ROBINSON - MANAGER

SURETY":

(Form of Surety - Attachment B)

Letter of Credit

"SURETY COMPANY":

(Name, Policy or Acct. No.)

Prime Alliance Bank
102

"SURETY AMOUNT":

(Escalated Dollars)

\$ 5,000.00

"ESCALATION YEAR":

As Required

"STATE":

State of Utah

"DIVISION":

Division of Oil, Gas and Mining

"BOARD":

Board of Oil, Gas and Mining

ATTACHMENTS:

A "DISTURBED AREA":

B "SURETY":

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between Timberline Rock Pit, LLC the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. S/049/053 which has been approved/accepted by the Utah State Division of Oil, Gas and Mining under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved/accepted Reclamation Plan or Notice, and Operator is obligated to provide surety in form and amount approved by the Division, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Division and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the Reclamation Plan and/or Notice of Intention received by the Division on June 7, 2005. The Reclamation Plan and/or Notice of Intention, as amended, are incorporated by this reference and made a part hereof.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Division. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Division in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Division. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and

Implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the Division that the aggregate face amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The Division shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.

OPERATOR:

Timberline Rock Pit, LLC
Operator Name

By Geoffrey Robinson
Authorized Officer (Typed or Printed)


MANAGER
Authorized Officer - Position

[Signature]
Officer's Signature

11/30/05
Date

STATE OF UTAH)
COUNTY OF UTAH) ss:

On the 30 day of November, 2005, Geoffrey Robinson
personally appeared before me, who being by me duly sworn did say that he/she is the
Manager of Timberline Rock Pit, LLC and duly acknowledged that said instrument was signed on behalf
of said company by authority of its bylaws or a resolution of its board of directors and
said Geoff Robinson duly acknowledged to me that said company
executed the same.

 Charlene E. Gladden
My Commission DD213860
Expires May 20, 2007

[Signature]
Notary Public
Residing at 650 Celebration Ave
Celebration, FL 34747

My Commission Expires:

RECEIVED

DEC 07 2005

DIV OF OIL GAS & MINING

14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

DIVISION OF OIL, GAS AND MINING:

By John R. Baza
John R. Baza, Director

Date 1/11/06

STATE OF Utah)
COUNTY OF Salt Lake) ss:

On the 11th day of January, 2006, John R. Baza
personally appeared before me, who being duly sworn did say that he, the said
John R. Baza is the Director of the Division of Oil, Gas and Mining,
Department of Natural Resources, State of Utah, and he duly acknowledged to me that
he executed the foregoing document by authority of law on behalf of the State of Utah.



Diane Holland
Notary Public
Residing at: Salt Lake City, Utah

May 1, 2006
My Commission Expires:

ATTACHMENT "A"

Timberline Rock Pit, LLC

Operator

Timberline Rock Pit, LLC

Mine Name

S/049/053

Permit Number

UTAH

County, Utah

LEGAL DESCRIPTION

Include 1/4, 1/4, 1/4 sections, townships, ranges and any other descriptions that will legally determine where disturbed lands are located. Attach a topographic map of suitable scale (max. 1 inch = 500 feet; 1 inch = 200 feet or larger scale is preferred) showing township, range and sections and a clear outline of the disturbed area boundaries tied to this Reclamation Contract and surety.

The detailed legal description of lands to be disturbed includes portions of the following lands not to exceed 1 acres under the approved / accepted permit and surety, as reflected on the attached map labeled _____ and dated 7/19/05
Timberline Rock Pit, LLC

Portions of: Legal Description 7

LEGAL DESCRIPTION 7

Beginning at the Northwest Corner (a brass cap with sections inscribed) of section 12, and the Southwest Corner of Section 1, Township 11 South, Range 2 West; SLB&M, said point being the point of beginning of the following described Tract 7:
North 00°23'20" East, a distance of 476.53 feet; thence
North 00°23'20" East, a distance of 476.53 feet; thence
East, a distance of 2,033.10 feet; thence
South 14°27'20" West, a distance of 1,688.79 feet; thence
North 88°13'35" West, a distance of 113.47 feet; thence
South 71°35'07" West, a distance of 119.43 feet; thence
North 89°44'59" West, a distance of 94.94 feet; thence
North 43°33'57" West, a distance of 220.08 feet; thence
North 37°17'30" West, a distance of 188.35 feet; thence
North 49°11'00" West, a distance of 294.74 feet; thence
North 44°52'55" West, a distance of 208.37 feet; thence
North 23°19'45" West, a distance of 201.44 feet; thence
North 58°18'34" West, a distance of 238.69 feet; thence
North 74°39'43" West, a distance of 214.77 feet; thence
South 67°25'55" West, a distance of 190.90 feet; thence
North 00°20'20" East, a distance of 246.46 feet to the Point of Beginning.

Containing 2,208,369 square feet or 50.720 acres, more or less.

Timberline Rock Pit, LLC

Timberline Rock Pit, LLC is located North of Elite Rock Quarry, Tract 8.

Proposing digging and blasting of Landscape rock from 1 acre in Tract 7 on the North Line of Timberline Rock Pit, LLC. As per the Legal Description 7 Timberline Rock Pit, LLC. Red arrows show the access roads, and the blue star indicates the 1 acre area to be disturbed.

Timberline Rock Pit, LLC

Tract 7 Timberline Rock Pit, LLC Map

7/19/05

Legend- Timberline Rock Pit, LLC

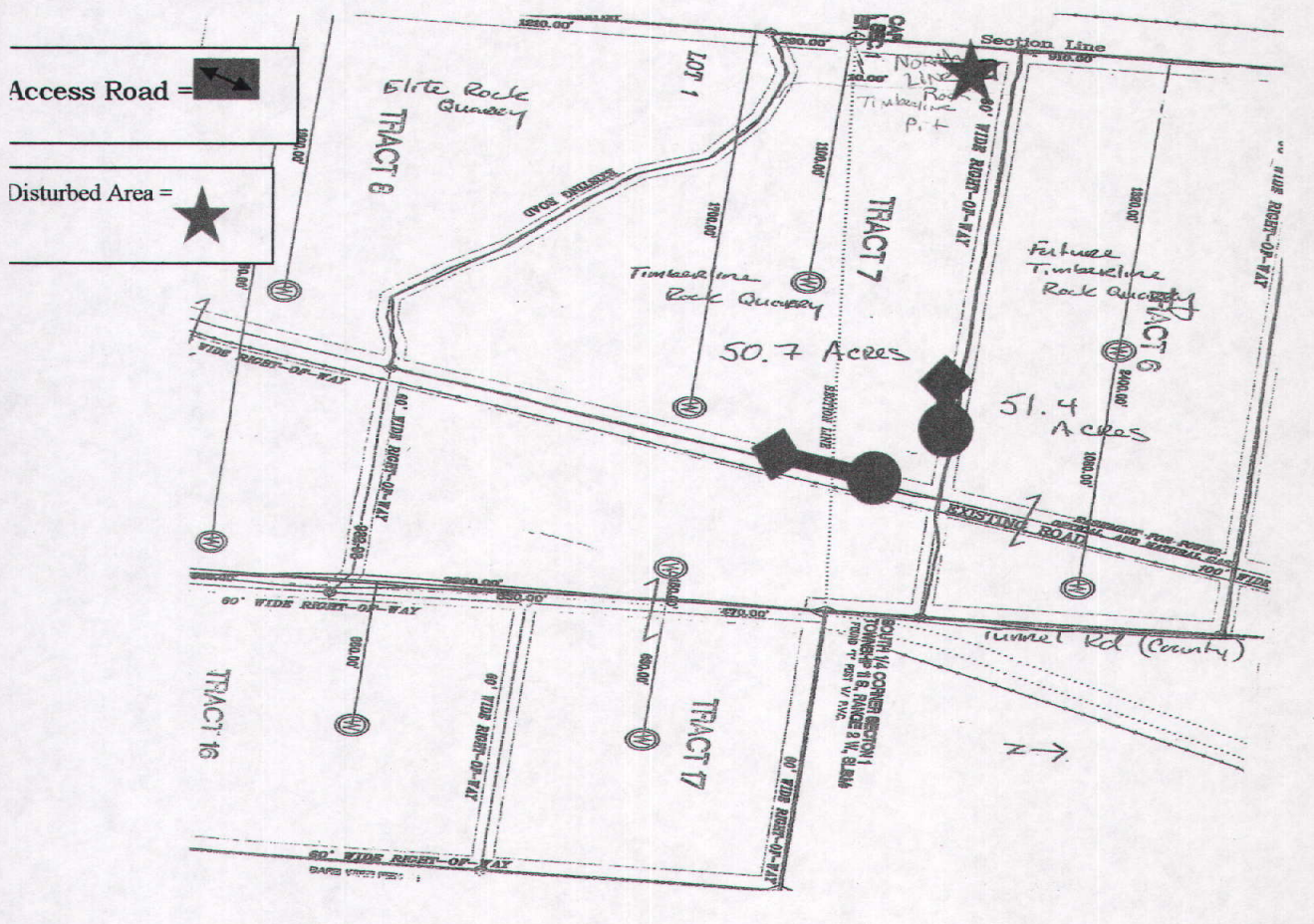
1 Acre to be disturbed

Prepared By: Rachel Stone

Signature: *Rachel Stone*

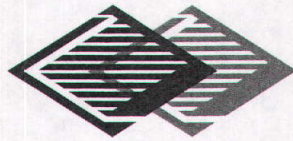
MAP NOT TO SCALE

North



LEGAL DESCRIPTION 7

Beginning at the Northwest Corner (a brass cap with sections inscribed) of section 12, and the Southwest Corner of Section 1, Township 11 South, Range 2 West; SLS&M, said point being the point of beginning of the following described Tract 7:
North 00°23'20" East, a distance of 476.53 feet; thence
North 00°23'20" East, a distance of 476.53 feet; thence
East, a distance of 2,033.10 feet; thence
South 14°27'20" West, a distance of 1,698.79 feet; thence
North 88°13'33" West, a distance of 113.47 feet; thence
South 71°35'07" West, a distance of 119.43 feet; thence
North 88°44'55" West, a distance of 94.94 feet; thence
North 43°33'57" West, a distance of 220.06 feet; thence
North 37°17'20" West, a distance of 188.35 feet; thence
North 48°11'00" West, a distance of 284.74 feet; thence
North 44°52'55" West, a distance of 285.37 feet; thence
North 23°19'43" West, a distance of 201.44 feet; thence
North 55°16'34" West, a distance of 236.88 feet; thence
North 74°35'43" West, a distance of 214.77 feet; thence
South 87°25'55" West, a distance of 100.80 feet; thence
North 00°20'20" East, a distance of 246.46 feet to the Point of Beginning.



Prime Alliance Bank

Your Partner In Business

IRREVOCABLE LETTER OF CREDIT AMENDMENT

Beneficiary:
Utah Division of Oil, Gas and Mining
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801

Letter of Credit # [redacted]
Timberline Rockpit, LLC
Dated July 6, 2005
\$5,000.00

March 15, 2006

Dear Sir/Madam:

We have been requested by Timberline Rockpit, LLC to amend the above referenced IRREVOCABLE LETTER OF CREDIT issued in your favor as follows:

Letter of Credit # [redacted] to be increased to \$8,200.00

In the event of Bank cancellation of the Letter of Credit, the division may present the sight draft to assure of complete reclamation if the Operator does not replace the Letter of Credit within the ninety days of Bank cancellation notice.

All other terms and conditions remain the same.

This amendment is an integral part of the captioned Letter of Credit and must be attached to the said letter in your possession.

If you have any questions concerning this transaction please call us at 801-296-2200.

Sincerely,

Brant S. Haacke
President / CEO

Partial Release
remaining Bal.
\$2,000⁰⁰

RECEIVED

MAR 17 2006

DIV. OF OIL, GAS & MINING



Prime Alliance Bank

Your Partner In Business

Letter of Credit No. [REDACTED]

Date: July 6, 2005

UTAH DIVISION OF OIL, GAS AND MINING
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801

RECEIVED

AUG 1 / 2005

DIV. OF OIL, GAS & MINING

Gentlemen and Ladies:

1. Prime Alliance Bank, of Woods Cross, Utah, hereby establishes this irrevocable letter of credit (the "Letter of Credit") in favor of the Utah Division of Oil, Gas and Mining for an aggregate amount not to exceed \$ 5,000.00 in United States dollars ("Five Thousand Dollars") effective immediately.

2. This Letter of Credit will expire upon the first event set forth as follows: (a) 5:00 o'clock p.m. (Salt Lake City time) on July 5, 2006 or (b) the date upon which sufficient documents are executed by the Division to release Timberline Rock pit LLC from further liability for reclamation of the Timberline Rock pit LLC, S/049/053 with notice to Bank by the Division accompanied by the original Letter of Credit with directions for cancellation.

3. This Letter of Credit will be automatically extend for successive periods of one year from the current or any future expiration date unless the Bank gives notice to the Division 90 days prior to the expiration date that the Bank elects not to renew the Letter of Credit.

4. Funds under the Letter of Credit are available against the Division's sight draft, in the form of Exhibit A, specifying Letter of Credit No. [REDACTED] delivered to the office of the Bank, 1868 South 500 West, Woods Cross, UT 84087. At the Division's sole election, the Division may present sight drafts for less than the Face Amount so long as the aggregate amount of all sight drafts does not exceed the Face Amount. Each draft must be accompanied by a certificate in the form of Exhibit B, signed by a duly authorized representative of the Division.

5. If the Bank receives the Division's sight draft(s) and certificate(s) as provided in Paragraph No. 4 above on or before the expiration or termination of this Letter of Credit, the Bank will make such amount as the Division may specify, within the limits of the second sentence of Paragraph No. 4 of this Letter of Credit, available to the Division no later than the close of business, Salt Lake City time, on the second business day following the Bank's receipt of the sight draft and certificate and in such a manner as the Division may specify.

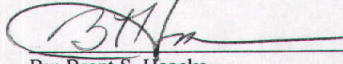
6. The Bank will give prompt notice to the Operator and to the Division Director of any notice received or action filed alleging the insolvency or bankruptcy of the Bank, or alleging any violations of regulatory requirements which could result in suspension or revocation of the Bank's charter or license to do business.

7. The Letter of Credit will be governed by the laws of the State of Utah and shall be subject to the Uniform Customs and Practice for Documentary Credit, 1993 revision, International Chamber of Commerce Publication No. 500, as the same may be amended and in effect from time to time ("UCP"). In the event of a conflict between Utah law and the UCP, Utah law shall govern.

8. All communications regarding this Letter of Credit will be addressed to the Bank 1868 South 500 West, Woods Cross, UT 84087, referencing Letter of Credit No. [REDACTED]

Very truly yours,

Prime Alliance Bank



By: Brent S. Haacke
President / CEO

EXHIBIT A - SIGHT DRAFT

to
Letter of Credit Number [REDACTED]

Date

City, County

Letter of Credit No.

PAY TO THE ORDER OF: Utah Division of Oil, Gas and Mining,

DOLLARS

TO: Prime Alliance Bank
1868 South 500 West
Woods Cross, Utah 84087

Utah Division of Oil, Gas and Mining
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801

By: _____
Authorized Signature

EXHIBIT B

to
Letter of Credit Number [REDACTED]

I, _____ a duly authorized representative of the Utah Division of Oil, Gas and Mining, hereby certify that (1) the drawing in the amount of \$ _____, by sight draft accompanying this certificate, under Letter of Credit No. [REDACTED] dated July 6, 2005 issued by you is permitted under the provision of the Letter of Credit, (2) the Letter of Credit has neither expired nor terminated pursuant to its terms, (3) the amount of the sight draft, together with any amounts previously drawn under the Letter of Credit, does not exceed the Face Amount, and (4) the Utah Board of Oil, Gas and Mining, after notice and hearing, has entered an Order which has not been stayed, ordering forfeiture of Letter of Credit No. [REDACTED] in accordance with applicable law. Proceeds of this drawing will be utilized in full to pay the expenses relating to the reclamation liability, together with the costs of collection, including attorneys fees, for the Timberline Rock Pit LLC, S/049/053 [mine permit #].

The Utah Division of Oil, Gas and Mining

By: _____
Authorized Signature

Date _____

SECTION ON REVERSE

Section
Public Official 1
Fidelity 2
Probate 3
Release, Receiver, etc. 4
Court 5
License 6
Lost Securities 7

CNA SURETY

For Office Use

Form 10

APPLICATION FOR BOND - ANY KIND

Individual ☐
Partnership ☐
Corporation ☐
Limited Liability Company ☐
Limited Liability Partnership ☐

Applicant (For partnership, give full names of partners and trade names) Please print or type <u>Timberline Rockpit, LLC - Geoff Robinson</u>		Social Security # <u>529-91-4034</u>	Age <u>60</u>	Married <input checked="" type="checkbox"/> Single <input type="checkbox"/>
Residence Address <u>714 Gdf Park Drive, Celebration, FL 34747</u> (Street and Number) (City) (State) (Zip) (Telephone #)				
Business Address <u>334 N. Marshall Way, Layton, UT 84041</u> (Street and Number) (City) (State) (Zip) (Telephone #)				
Occupation or business	How long so engaged? <u>1 mon</u>	Previous Surety <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, give name and reason for change: <u>N/A</u>		
Type of Bond <u>See attached -</u>	Amount of Bond <u>\$5,000</u>	Effective Date		
Complete name and address of Obligor <u>See attached</u>				

FINANCIAL STATEMENT as of

Check applicable section on the reverse side to see whether a financial statement is necessary.
Check one: ☐ Business Financial Statement ☒ Personal Financial Statement

ASSETS		LIABILITIES	
Cash (List Banks)		Accounts Payable	
Stocks + Bonds - Describe		Taxes due & accrued	
Notes Receivable - Describe		Notes Payable to Bank	
Merchandise or Material in Stock		Notes Payable to Others (Describe)	
Accounts Receivable		Mortgage on Real Estate	A
Real Estate, Homestead	A	Mortgage on Real Estate	B
Real Estate, Investment	B	Other Liabilities - Describe	
Furniture and Fixtures		TOTAL LIABILITIES	
Other Assets - Describe		Capital Stock (Paid in)	
TOTAL ASSETS		NET WORTH OR SURPLUS	
		TOTAL Liabilities and Net Worth	

Gross Sales - Two Years Ago _____ Last Year _____ Net Income - Two Years Ago _____ Last Year _____

INDEMNITY

The undersigned applicant and indemnitors hereby request Western Surety Company or any affiliated company (with such company/companies referred to herein as the "Company") to become surety for the above bond. The undersigned hereby certify the truth of all statements in the application, authorize the Company to verify this information and to obtain additional information from any source, including discretion, and jointly and severally agree:

- (1) To pay the usual premiums, including renewal premiums, to the Company or its agents, when due.
- (2) To completely INDEMNIFY the Company from and against any liability, loss, cost, attorney's fees and expenses whatsoever which the Company shall at any time sustain as surety or by reason of having been surety on this bond or any other bond issued for applicant, or for the enforcement of this agreement, or in obtaining a release or evidence of termination under such bonds; regardless of whether such liability, loss, costs, damages, attorneys' fees and expenses are caused, or alleged to be caused, by the negligence of the Company.
- (3) To furnish the Company with satisfactory and conclusive termination evidence that there is no further liability on this bond or any other bond issued for applicant.
- (4) Upon demand by the Company for any reason whatsoever, to deposit current funds with the Company in an amount sufficient to satisfy any claim against the Company by reason of such suretyship, shall be prima facie evidence of the fact and extent of the liability of the undersigned to the Company.
- (5) That the Company may decline to become surety on any bond and may cancel or amend any bond without cause and without any liability which might arise therefrom.
- (6) That if a contract or performance bond is issued hereunder, the undersigned hereby assign to the Company any monies now due or hereafter becoming due under the contract, including all deferred payments and retained percentage, supplies, tools, plants, equipment and materials due or used on the contract.
- (7) At the Company's discretion, this indemnity agreement shall be governed in all respects by the laws of the State of South Dakota and the undersigned applicant and indemnitors consent to the jurisdiction of the courts of the State of South Dakota and the United States District Court for the District of South Dakota in all actions or proceedings arising from or relating to this indemnity agreement.
- (8) That this indemnity may be cancelled as to subsequent liability by an indemnitor upon written notice to the Company at Sioux Falls, South Dakota 57104, effective ten (10) days after the earliest date, thereafter upon which the Company could have cancelled all bonds in force for applicant.
- (9) In the event of any payment by the Company, to pay the Company interest on such amounts at the highest legal rate from the date such payments are made.

Agency			
Address			
	City	State	Zip
Agent's Code	<u>43-16798</u>		

Signed this 18 day of May, 2005
X [Signature]
Signature & Business/Corporate Title

X _____ "Indemnitor"
X _____ "Indemnitor"
_____ "Indemnitor"

Note: Personal indemnitors should sign their names before the word "indemnitor" in their own handwriting, e.g. John Doe "Indemnitor"

AGENT'S RECOMMENDATION

Your recommendation will be helpful and may be the difference between getting a refusal or having the bond written. Tell us what you know and think of the applicant.

AGENT: Check here if this correspondence was previously faxed to CNA Surety ☐

Penny Berry - Timberline rock Pit (s/049/0053)

From: Lynn Kunzler
To: Penny Berry
Date: 6/29/2010 7:54 AM
Subject: Timberline rock Pit (s/049/0053)

Penny

According to foxpro, we hold a LOC from Prime Alliance Bank for \$8,200 for the surety for this site.

However, the comments section in foxpro indicates we did a partial release on 8/10/2008 (retaining \$2,000)

I looked in the bond folder for this mine, and it **does not** have anything regarding the partial release approval or
an amended or replaced LOC for \$2000 (the letter to the bank was sent and shows up on the greenbar).

Could you please call the bank and find out if the LOC is still in effect (that it did not get cancelled completely,
and/or
whether the value was reduced.

Since Matt Carter (contact for this operation) no longer has a valid address, we may need to call on the LOC.
(don't tell the bank this).

Beth



State of Utah

Department of Natural Resources

MICHAEL R. STYLER
Executive Director

Division of Oil, Gas & Mining

JOHN R. BAZA
Division Director

JON M. HUNTSMAN, JR.
Governor

GARY R. HERBERT
Lieutenant Governor

March 10, 2006

Matt Carter
Timberline Rock Pit LLC
334 North Marshall Way Suite A
Layton, Utah 84081

Subject: Request for Letter of Credit in the amount of \$8200.00 for Timberline Rock Pit, LLC, Mine Site (S/049/053), Utah County, Utah

Dear Mr. Carter:

On February 8, 2006, Kay Meikle of Prime Alliance Bank contacted Mr. Lynn Kunzler via facsimile advising him the paperwork for the Letter of Credit, was in the process of finalization. As of today, March 10, 2006, the Division has not received this Letter of Credit in the amount of \$8200.00. In order to meet the permit compliance requirements, this Letter of Credit must be received.

Please provide the original, complete, Letter of Credit in the amount of \$8200.00 ***within fifteen (15) days from the date of this letter.*** If you have already mailed it, please disregard this letter. Failure to respond may require immediate reclamation of the mine site, as the mining law requires all mine sites be correctly and adequately bonded.

If you have any questions or require discussion regarding the content of this letter, please contact Beth Ericksen (801) 538-5318.

Sincerely,

Susan M. White
Mining Program Coordinator
Minerals Regulatory Program

SMW:BE:pb

Enclosure: Facsimile Prime Alliance Bank Letter, copy

cc: Beth Ericksen, DOGM

Lynn Kunzler, DOGM

Kay Meikle, Loan Operations Manager, Prime Alliance bank - enclosure

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State of Utah

Department of Natural Resources

MICHAEL R. STYLER
Executive Director

Division of Oil, Gas & Mining

JOHN R. BAZA
Division Director

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Lieutenant Governor

February 24, 2006

Matt Carter
Timberline Rock Pit, LLC
334 North Marshall Way, Suite A
Layton, Utah 84041

Subject: Request for Signature of the Addendum to Reclamation Contract, #1,
Timberline Rock Pit, LLC, Timberline Rock Pit Mine Site (S/049/053),
Utah County, Utah

Dear Mr. Carter:

On January 25, 2006, you were mailed an Addendum #1 to Reclamation Contract for Timberline Rock Pit Site requesting Mr. Geoffrey Robinson's, Manager, signature. As of today, February 23, 2006, the Division has not received this signed document. If this original signature page has been misplaced, a blank signature page is enclosed for you to sign and date and return in its original form to the Division. The Division Director will then sign and date it again.

Please provide the original, complete, signed Addendum #1 to the Reclamation Contract ***within fifteen (15) days from the date of this letter***. Failure to respond may require immediate reclamation of the mine site, as the mining law requires all mine sites be correctly and adequately bonded.

If you have any questions or require discussion regarding the content of this letter, please contact Beth Ericksen (801) 538-5318.

Sincerely,

A handwritten signature in cursive script that reads "Susan M. White".

Susan M. White
Mining Program Coordinator
Minerals Regulatory Program

SMW:BE:pb

Enclosures: Addendum #1 to Reclamation Contract copy, Original unsigned Addendum #1

cc: Beth Ericksen, DOGM

Lynn Kunzler, DOGM

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Prime Alliance Bank

Your Partner In Business

February 8, 2006

Utah Division of Oil, Gas and Mining
1594 West North Temple Suite #1210
Box 145801
Salt Lake City, UT 84114-5801

Attn: Lynn

This letter is to follow up our phone conversation today. Timberline Rockpit, LLC has a Letter of Credit with us in the amount of \$8,200.00. We are in the process of finalizing the paperwork on this. If you have any more questions please call me.

Thank You,

Kay Meikle
Loan Operations Manager

RECEIVED

FEB 02 2006

DIV. OF OIL, GAS & MINING



State of Utah

Department of Natural Resources

MICHAEL R. STYLER
Executive Director

Division of Oil, Gas & Mining

JOHN R. BAZA
Division Director

JON M. HUNTSMAN, JR.
Governor

GARY R. HERBERT
Lieutenant Governor

September 21, 2005

Matt Carter
Timberline Rock Pit, LLC
334 North Marshall Way, Suite A
Layton, Utah 84041

Subject: Request for Original Signature Page for Reclamation Contract, Timberline Rock Pit, LLC, Timberline Rock Pit Mine, S/049/053, Utah County, Utah

Dear Mr. Carter:

On September 20, 2005, we received an original reclamation contract and map; however, page six of seven (signature page), is a copy. The original signature page is required. Please submit to this office the original signature page to the reclamation contract. Finalization cannot occur without this important page in original form.

The Division will suspend any further review of the Notice of Intent until the required documents are received. **You are not authorized to conduct mining operations until you received final written approval from this office.**

Please contact me at (801)538-5258 or Minerals Surety Coordinator, Beth Ericksen, (801)538-5318 if you have questions regarding this letter. In reply, please refer to file number S/049/053.

Sincerely,

Susan White
Minerals Program Coordinator
Minerals Regulatory Program

SMW:lk:jb

cc: Beth Ericksen, DOGM
Lynn Kunzler, DOGM
Bond File

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Boud



State of Utah
Department of
Natural Resources

MICHAEL R. STYLER
Executive Director

Division of
Oil, Gas & Mining

JOHN R. BAZA
Division Director

JON M. HUNTSMAN, JR.
Governor

GARY R. HERBERT
Lieutenant Governor

September 1, 2005

Matt Carter
Timberline Rock Pit, LLC
334 North Marshall Way, Suite A
Layton, Utah 84041

Subject: Request for Original Reclamation Contract and Map, Timberline Rock Pit, LLC, Timberline Rock Pit Mine, S/049/053, Utah County, Utah

Dear Mr. Carter:

On August 17, 2005, we received a Surety in the form of a Letter of Credit issued by Prime Alliance Bank, no. [redacted]. However, the original reclamation contract and map has not been received by this office. Telephone requests for the submittal of the original reclamation contract have been made, but this office has yet to receive it. Finalization cannot occur without this important document in original form.

The Division will suspend any further review of the Notice of Intent until the required documents are received. **You are not authorized to conduct mining operations until you received final written approval from this office.**

Please contact me at (801)538-5258 or Minerals Surety Coordinator, Beth Ericksen, (801)538-5318 if you have questions regarding this letter. In reply, please refer to file number S/049/053.

Sincerely,

Susan White
Minerals Program Coordinator
Minerals Regulatory Program

SMW:lk:jb
cc: Beth Ericksen, DOGM
Lynn Kunzler, DOGM
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State Online Services

Agency List

Business.utah.gov

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Commerce

Business Entity Search

? Help

Name	Type	City	Status
TIMBERLINE ROCKPIT, L.L.C.	Limited Liability Company	Layton	Active

Business Name:	TIMBERLINE ROCKPIT, L.L.C.
Entity Number:	5889983-0160
Registration Date:	04/21/2005
State of Origin:	

Address

334 N MARSHALL WAY, STE A
Layton, UT 84041

Status

Status:	Active
Status Description:	Good Standing
This Status Date:	04/21/2005
Last Renewed:	N/A
License Type:	LLC - Domestic
Delinquent Date:	04/21/2006

Registered Agent

Registered Agent:	CONTRACTORS SCHOOL, INC., THE
Address Line 1:	3191 S VALLEY ST STE 154
Address Line 2:	
City:	Salt Lake City
State:	UT
Zip:	84109

Additional Information

NAICS Code:	9999
NAICS Title:	9999-Nonclassifiable Establishment

With this information, you can...

Purchase Certificate of Existence

If you would like to purchase a Certificate of Existence for this business e the button to the left. You will be assessed a **\$ 12.00 fee** for this service. ' need Adobe Reader to view this certificate. If you do not have Adobe Reader the button below and download it.



Access Principal Information

If you would like to receive information on the principal individuals associat entity, click the button on the left. You will be assessed a **\$ 1.00 fee** for th information.

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Business.utah.gov

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Commerce

Business Entity Search

? Help

Business Entity Search - Principals:

Name	Type	City	Status
TIMBERLINE ROCKPIT, L.L.C.	Limited Liability Company	Layton	Active
Position	Name	Address	
Manager	CARRIE R COX	334 N MARSHAL WAY STE A	Layton UT 84041
Manager	GEOFFREY ROBINSON	714 GOLF PARK DR	Celebration FL 32825
Registered Agent	CONTRACTORS SCHOOL, INC., THE	3191 S VALLEY ST STE 154	Salt Lake City UT 84119

Additional Principals on file at Division of Corporations: N

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